



BURR RIDGE SUBDIVISION ORDINANCE
Appendix VI
Subdivision Improvement Completion Agreement

The developer shall provide a completed copy of the Completion Agreement at the time of submittal for final plat approval. The Completion Agreement stipulates that the subdivision improvements shall be completed within the Ordinance-required two-year period. The following is a sample of the form of the required Completion Agreement.

SUBDIVISION IMPROVEMENT COMPLETION AGREEMENT

This Agreement, made this ____ day of _____, 20____, by and between _____, hereinafter referred to as Owner, and the Village of Burr Ridge, a municipal corporation in Cook and Du Page Counties, Illinois, hereinafter referred to as Village:

W I T N E S S E T H:

WHEREAS, Owner owns the property described in **Exhibit A** attached hereto and made a part hereof.

WHEREAS, Owner has caused said property to be subdivided and has filed, for final approval by Village, a subdivision plat entitled _____, prepared by _____, and dated _____.

WHEREAS, Village's ordinances require the installation and completion at Owner's expense of certain public and/or private improvements (hereinafter referred to as land improvements) in any such subdivision within two (2) years from the date of Village's approval of the final subdivision plat, except where directed by the Village to delay installation of the final bituminous surface course on streets for a period of not more than two (2) years from acceptance of the balance of land improvements, as provided in Section XI of the Subdivision Regulations Ordinance, and the maintenance and repair of said improvements for a period of two (2) years after completion and acceptance by Village.

NOW, THEREFORE, in consideration of the Village's approval of the plat of subdivision hereinabove described and other good and valuable consideration, Owner hereby agrees as follows:

1. That at Owner's expense, Owner shall fully install and complete within two (2) years from the date of approval of the subdivision plat of _____ (name of subdivision) _____ or within such lesser period as may be specifically provided in the Subdivision Regulations Ordinance, or approved construction schedules, for certain work or improvements, the land improvements and work related thereto, as required by the Subdivision Regulations Ordinance and as provided for in the plans and specifications entitled _____, consisting of _____ pages, prepared by _____ and dated _____, except where directed by the Village to delay installation of

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the final bituminous surface course on streets as provided by Section XI of the Subdivision Regulations Ordinance. Said plans and specifications are incorporated herein by reference.

2. That at Owner's expense, Owner shall maintain and repair said land improvements for a period of two (2) years after completion of and acceptance by Village of said land improvements. If Owner is directed to delay installation of the final bituminous surface course on streets, as provided in Section XI of the Subdivision Regulations Ordinance, there shall be a separate two (2) year maintenance period for such streets.

3. That in the event Owner breaches the foregoing *commitments or covenants*, Village may perform or cause to be performed, said obligations of Owner and Owner shall reimburse Village for the expenses of said performance. In addition to any other security which may be required by Village to guarantee Owner's performance of the foregoing obligations, Owner hereby grants to Village a lien upon the property described in Exhibit A, attached hereto and made a part hereof, to secure reimbursement to the Village by Owner for the Village's expenses in performing Owner's obligations hereunder.

4. This Agreement shall be recorded and shall be binding upon the Owner and its heirs, executors, successors and assigns, to the extent that such heirs, executors, successors and assigns have any business option, interest or right in the development of the subdivision.

5. That if any portion of this Agreement shall be declared void or unenforceable, such adjudication shall not affect the validity or enforceability of any remaining part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

VILLAGE OF BURR RIDGE:

By:

Village President

Attest:

Village Clerk

OWNER:

By:

Signature

Print Name